

The Developer shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

6.3 Time for Approval. If the Developer fails to either approve or disapprove such plans and specifications within thirty (30) days after a complete package of the same has been properly submitted to the Developer, the Developer shall be conclusively presumed to have approved said plans and specifications; provided, however, that in all events such plans and specifications and the Improvements in all events based thereon must comply in all other respects with the requirements set forth herein, unless specifically provided otherwise.

6.4 No Liability. Neither the Developer, nor its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the Developer for approval, or to any Owner affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans. Every entity which submits plans to the Developer for approval agrees by submission of such plans, and every Owner of any Building Site agrees by acquiring title thereto or interest therein, that it will not bring any action or suit against the Developer to recover any such damages or any other relief based upon the aforesaid causes.

6.5 Variances. The Developer, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing Improvements on the Property. The variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably and unconditionally appoint the Developer, its successors and assigns, as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

6.6 Easements. The Developer shall have the right, in its reasonable discretion, to grant easements over, through across and under any of the Property for the purposes of all electric, water, sewer, storm drainage, gas, telephone, cable television, security systems and all other utilities necessary or desirable, whether for the benefit of any Building Site or for the Property Used in Common; provided such easements do not interfere with existing Improvements constructed, or in the process of being constructed on Building Sites.

ENCLOSURE

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